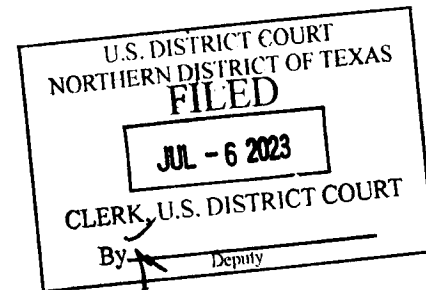


In The United States District Court for the Northern District of Texas, Amarillo Division

Christopher K. McNeill
Plaintiff,
v.
Tyson Fresh Meats Inc.,
Defendant.



CIVIL ACTION NO. 2:23-CV-041-Z

Motion in Opposition to Defendant's Motion to Dismiss under Rule 12(b)(6) or, in the alternative,
Motion for Judgment on the Pleadings under Rule 12(c)

Attachments

1a pg1 Defendant reply to EEOC
1b pg 2 bottom of page states the defendant knows I am not claiming disability discrimination.
1c pg 3 proof they knew
1d pg 4 proof they knew
1e pg 5
1f pg 6 reply to what the knew but lied and stated no knowledge in answer.

2a religious request
2b religious request

3a section 12 Religious Discrimination
3b I am citing all of 212 all case law and facts that there is no possibility for undue hardship as it was already signed in a bargained agreement. Gives case law and fact that, (AN EMPLOYEE DOES NOT CEASE TO BE DISCRIMINATED AGAINST BECAUSE HE TEMPORARILY GIVES UP HIS RELIGIOUS PRACTICE AND SUBMITS TO THE EMPLOYMENT POLICY.) that is exactly what happened in which through two separate attempts and numerous phone calls and the one thing I have to show my desperation is time date email to corporate. And that is a strongly held religious belief even though I submitted due to discrimination.

4a emails to and from genex services
4b me telling them they haven't appealed anything then lying this is only two of probably 30 emails back and forth they state I was denied and they already appealed yet they never even submitted it. I fired them after talking to Mary Jo at ssi and she helped me apply Sept 2022, I. I was just told last week I was approved medically on the 13th of June 2023. Awaiting final work history which will be good.

5a Tyson HR Manager stating 72 hours be there in person or deleted from employment records. I was scared I couldn't get there by driving called and called. Intentional infliction and discrimination

6a ending insurance when they knew I was injured by them they had already offered workman's comp but I could not accept their own policy where I sign away any rights I have. So they canceled insurance on employees they know that they hurt.

7a. Right to sue letter that is proof that the Defendant did in fact lie and say they had no knowledge when they obviously did. But did not want court to know that they fired me on the 15th of December the very next day mid month no notice very telling as they lied on answer.

7b. Showing it cc Meagan Ruwe and Tracey Poyer absolutely still intentionally trying to hurt me they lied to me this court look at #4 in their answer and why lie and not give it a number of complaints that they answered with no knowledge of complaint or right to sue. I am proving with my evidence and there above the law attitude in this case that I think 12 people would absolutely without any doubt find them guilty I get fired the next day. But ik world they didn't even know it didn't want court jury America to know I've tried to meditate and thy keep on hurting me in

8a email to corporate the same day as 2nd request showing my begging and my entire attitude. I am trying so hard and this document will show that I am knowing the law. At this time I'm unaware of the bargained agreement that was still hidden from me.

8b same email but please read and you will get my state of mind unbelievable please read as it with all other evidence is undeniable I prove not only in dismissal if there motion but also I am going to send surreply to there response to motion for summary judgment.

9a Bargained agreement stating that accommodations for my plant and union

9b have both signed that Accommodations would have an interactive process

9c in which it was not an accommodation at all it was a policy

9d with only 2 options both 0 pay 1 Lat 1 year 0 pay

Neither was an accommodation there was never going to be an interactive process there wasn't and I have proof of agreement

1. The plaintiff refutes allegations in the motion to dismiss, particularly those suggesting failure to exhaust his administrative remedies for disability discrimination, retaliation, amongst others, and asserts that the plaintiff's claims are not preempted nor are they failing to meet the pleading standards.

2. The defendant in their motion has inaccurately ascribed to the plaintiff claims of disability discrimination which the plaintiff has never levied. As a result of this misrepresentation, the entirety of their Motion to dismiss based on the exhaustion of administrative remedies for disability discrimination falls void.

3. To corroborate this, the plaintiff provides proof in the form of the defendant's response to the EEOC, where on page two the defendant clearly states, "To the extent that [the plaintiff] alleges disability discrimination, which he has not..."

4. As such, the plaintiff's lawsuit makes no assertions of disability discrimination.

5. Rather, the plaintiff categorically states that his lawsuit claims religious discrimination and avers that all necessary administrative remedies regarding this matter have been properly

pursued.

6. Furthermore, on page six of 22 of the defendant's motion, it is clearly stated, "For purposes of this motion only, Tyson accepts the allegations pleaded in the plaintiff's complaint are true, as required by the applicable legal standards." This statement further undermines their motion as the defendant iteratively prevaricates the claims made by the plaintiff.

7. The plaintiff trusts that the court, in light of this clarification, will ensure justice by rejecting the defendant's motion to dismiss.

8. Plaintiff Exhausted All Administrative Remedies of The discrimination he did claim religious discrimination.

9. The Defendant asserts in their motion that the Plaintiff failed to exhaust all administrative remedies, primarily focusing on the purported claim of disability discrimination. However, the Plaintiff wishes to emphasize that he never claimed disability discrimination. While the Defendant seems to misconstrue my assertion as discrimination due to disability, my complaint does pertain to religious discrimination, which, as a result, precipitated a disabling condition that I continue to endure.

10 . Dismissing the Defendant's claim, I, as a pro se Plaintiff, did mark the relevant box on the EEOC, and the state of Texas form the Defendant provided the state of Texas form, indicating that religious discrimination. When I first was sending to EEOC I wasn't aware of all that would follow, life long peripheral neuropathy, the blatant intentional, and retaliatory nature of Defendants actions or my continued injury due directly to coercion, so how could I in 12-2021 possibly have known that? I couldn't but when I got the right to sue and could not afford an attorney I claimed all as facts. The discrimination of my religion they coerced me into momentarily giving into the coercion of choosing between money and going against my strongly held beliefs (I lived in a church and will provide a copy of my religious request). The Discrimination induced a disability in my situation, not claiming disability discrimination per se. I am claiming Religious Discrimination, that induced my current Disability. (I will provide EEOC 12 Religious discrimination cite 210, 212, where it states that although I momentarily gave in to the coercion, and discrimination does not give up my rights and it states case law)

11. I have exhausted my administrative remedies in the following manner:

- On October 5, 2021, and again on October 13, 2021, I submitted a religious exemption accommodation request.

12. - On October 13, 2021, I sent an email to the corporate office extensively detailing my situation, pleading for a response and articulating the illegality of their actions given the gubernatorial declaration. This plea went unanswered.

13. - Unbeknownst to the Defendant as demonstrated in their response, I filed a complaint alleging religious discrimination on the 5th of October again on the 13th both 2021, then sent a begging email to at least reply to an American with rights that are being violated. They terminated my employment the day following the receipt of the Right to Sue notice, that both myself and the Defendant received on 14th of December, a clear act of prejudice. (and in their answer they act like they did not even know about it that in itself is a strong fact that they would

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have the disrespect for the not only the Plaintiff but the court after it agrees it has jurisdiction it has no knowledge of my complaint is an intentional act of no consequences, like stating throughout that I filed disability discrimination when I clearly did not.) Like I am, did, or ever claimed Disability Discrimination in their own words on EEOC answer that I will provide state bottom of page 2 of their answer to EEOC (he has not claimed disability discrimination) I haven't still. I have made a religious discrimination and I did not file religious and disability discrimination as the defendant claims again on page 7. And throughout their false claims they are simply making up a narrative that they can defend because on my Motion for summary judgement it is the same I will answer after this is finished. I clearly label I, II, III, and IV on the last pages of my original complaint. That is where as a Pro Se Plaintiff, that tried to get an Atty numerous ways and cities, even different states with no takers. as Pro Se I thought I was supposed to put all I was claiming in roman numerals in which I did also. I mark religious boxes and the disability because that is what I thought I was supposed to do, because the religious discrimination caused my injury Peripheral Neuropathy is a disability caused by the religious discrimination coercion that forced medical procedures that caused high blood pressure and life long blood pressure. The Defendant did knowingly do with knowledge of the bargained agreement signed by the defendant I have provided a copy of. My only claims as defendant knows by offering me workman's comp i didn't accept, by stating in reply to EEOC they suddenly remember after lying to court in answer to complaint in #4 unaware of EEOC complaint and unaware of right to sue the Defendant states that I never claim disability discrimination, in there answer to EEOC that they obviously did know about. Also all claims are clearly Roman numerals I,II,III,VI I never claim disability discrimination that's all they are relying on is what it seems to me. I stated the Bargained agreement they could not defend and with the false narrative that they are trying to say I claimed when I clearly didn't and I prove with EEOC answer they know I'm not claiming that I am stating that I got injured from the religious discrimination and they offered workman's comp. I tried to keep it out of court, but never got a reply so we are now here. This case is not going to get kicked due to me not being able to get an attorney. I am trying with all my might and with God guiding me fighting for my livelihood and my family with all the goodness and truth on my side. I have been wronged and bullied and ignored but tried all administrative remedy even mediation with no reply again. I have tried!

14. I have exhausted all remedies and have pleaded well-pleaded facts specifically, below that are indeed those very facts and are absolutely entitled to relief.

A. Turned in Oct 5 religious request told no money fired now or loa fired in a year I refuse can't get paperwork. No interactive process I am due by signed bargained agreement. That agreement also guaranteed me a reasonable accommodation.

B. On Oct 13th requested religious accommodations again proving I was not accepting the first one and now the state governor said they were illegal. Same results, no reasonable accomodations. I was being coerced by money to make a decision that isn't legal per the attachments I provide

C. I sent an email as proof of my desperation to corporate and in disbelief I knew that I was being illegally coerced by discrimination by the Governor signing the executive order stating it was illegal for any public or private entity to mandate the medical procedure.

D. I momentarily went against my strongly held religious beliefs and on the very last day at the

very last hour I through force, coercion, after praying with my pastor Paul Higsley that lived in the same church L.A.M. LIFE ABUNDANT MINISTRIES that I had lived in the past five years, was definitely discriminated into picking my livelihood, money or my strongly held religious beliefs after praying with pastor I did what I did not want to do and I strongly disagree but I was forced as I could not go with 0 dollar no pay loa that was not in my mind or in the EEOC guidance during the covid 19 pandemic considered a reasonable accommodation, I took the medical treatment against my beliefs although I did yield to the company due to coercion attached is EEOC 212 stating that I did not give up rights. Discrimination took place the moment they made me make that unmakeable decision of money or beliefs is an employment adverse action.

E. I took the discriminatory medical procedure on the 18th and on the day I went back to work my supervisor took me to the nurse due to my twitching and they sent me home with high blood pressure that I've never had in my life. I took the coerced procedure so I could earn money as they made me make a choice then I had a reaction to the forced procedure and I haven't had a doctor release me to work since. That's an employment adverse action.

F. I was forced to apply for short term disability in which I got from either unum or Tyson it's very hard to know if they self insure or not never got a straight answer. That wasn't close to my regular pay. That's an employment adverse action.

G. I was forced to apply for Government disability as I could not get unemployment due to being unable to work. Adverse employment action

H. I was forced to apply for long term disability by the same as short term disability either unum owned or Tyson they are very close as in communication. That's a employee adverse action

I. The insurance company tells me to let the company of lawyers genex services help with SSI disability and they will get it for me faster and more likely to get it than I would alone. I trust them but should not have. After numerous emails and telling them that they haven't even sent the correct paperwork finally the give me the SSI agents name that she was supposedly talking to name and phone number, I talk to Mary Jo and she tells me that they haven't appealed anything like I was told for 7 months that indeed what I was telling them was correct they had not even sent in the correct forms to ever apply. I had to fire them and do it myself in Sept of 2022 they took over in January of 2022. Adverse employment action.

J. I had to apply for SSI disability again due to Tyson's insurance and lawyers lying to me and ultimately due to the injury I live with Dailey now due directly to the medical procedure that was forced on me by the Defendant.

K. I had my insurance canceled. Adverse employment action retaliation, intentional

L. I was mailed threatening letters that state RETURN TO WORK demanding to speak to me in person or they will remove me from employment records dated 04-22-2022 Adverse employment actions retaliation, intentional

M. I was forced to file an EEOC complaint against the Defendant due to obvious and blatant disregard for the laws of this nation and of the state as they knew that what they were doing was

illegal as they knew if governor signing the executive order, and they knew they signed a bargained agreement that they did not do and never informed me of. Adverse Employment action. Intentionally inflicting due to non telling of what was a signed agreement that would have made them find out what else I could do like selling that's my expertise that I excelled at to the top of my industry they never knew because they did not do what they signed into law on my behalf. The bargained agreement. Adverse Employment action

N. I get right to sue on 12-14-2022 The defendant gets the exact same time I do as it is cc to them . I get Fired with no cause and no notification on 12-15-2022 that is very retaliatory and is intentional due to the fact that the moment that they thought I had no way to fight the government was not representing me they fired me for no reason at all no notification. The day after they think I have no help.

Adverse employment action, retaliatory, intentional.

O. I develop high blood pressure never before been diagnosed with in my life the day I get sent home by the Defendant, and can't come back to work until released by a physician that is on 10-21-2021 and it's 07-05-2023 still have not got released.

P. I developed Peripheral Neuropathy. I have had brain scans, nerve conduction studies, many exams that all cost money, and my legs are always hurting. I can't do many of the things I used to take for granted. Huge adverse employment action (they canceled insurance)

Q. In their answer to my complaint they dont number but tell this court and myself that they have no knowledge of the EEOC complaint that they absolutely did blatant lie to me. I'm used to it but to this court. Adverse employment action, intentionally trying to make me believe that they get away with anything. (They lie knowingly to court as if they are above the law).

R. Again on # 4 of answer to my complaint behind agree this court has jurisdiction. Defendant claims to me and this court that they have no knowledge of the right to sue letter? Although they just lied again without number but behind this court has jurisdiction. Why would they lie? The Defendant Fired me the day after they received the right to sue letter for no reason and not informing me. Adverse employment action, intentionally lying will show answer from Defendant and right to sue cc to them.

S. My long term disability was stopped on January 16th to make sure I can't even live, much less fight back. Adverse employment action.

T. I can't work due to Religious Discrimination that caused injury. I Can't get unemployment I must be able to work, I am not getting any long term disability as it was stopped and upheld when proved no reason my neurologist still has me not working because I can't, my ssi disability is approved finally after I fire the lawyers I was talked into getting that are same company as unum and maybe Tyson? I am being evicted on Monday due to no payment. That is an adverse employment action.

U. I was offered workman's comp and needed money in the worst way but had to refuse for this very moment so I could through the grace of God get away to sustain a life with me being only 50 and no longer able to earn, directly tied to the Defendant and they are lying to try to get a clerical dismissal is not what a company the size and stature of Tyson Fresh Meats Inc. should

be doing. Help who you say your were trying to protect from harm. You harmed me it's easy to see quit hurting, lying, and retaliating intentionally hurting me.

15. I believe I have stated all the facts that are needed to not only deny their motion but I am going to surreply to their defense of something I never claimed (disability discrimination) in which is the only defense possible as I never claimed it on original complaint nor on motion for summary judgement.

- Despite futile efforts, I attempted to mediate the situation through EEOC.

16. - I received the Right to Sue letter from the EEOC on December 14, 2022, and was abruptly and unjustifiably terminated from my position the next day, December 15, 2022. With no notice no reason for the termination except for they thought I could not fight, the intentional retaliation of this is easy to see.

17. - My long-term disability benefits were inexplicably revoked within the next 30 days. For no reason I appealed and it was upheld because of the blatant irresponsible act of the insurance company, that reports to Tyson more than it talks to me. I proved with their surveillance when I almost fell down. This is another instance of intentional.

18. By providing an account of these administrative steps taken to resolve the issue, I have indeed exhausted all available remedies of Religious Discrimination. I raised my complaint within the corresponding time limit post receiving the Right to Sue notification from the EEOC. Termination of my employment following this, alongside the sudden cancellation of my long-term disability benefits, strongly suggests a retaliatory, intentional, and discriminatory action, along with threatening letters of taking me out of employment history canceling my insurance offering me workman's comp that they own not state provided where I have to sign rights away. That all is due to the negligence of the coercion of money, food, etc of the entity coercing me to take the vaccine or go without money. That is coercion and discrimination especially when i wasn't told of the interactive process that was bargained guaranteeing me an interactive process to accommodate me that interaction means to find out what else I could do not tell me two No pay fired now or in a year that are neither acceptable reasonable accommodations that was bargained for me. Having to get the medical procedure is an employment adverse action especially when I have an adverse reaction to that.

17. HR Mgr Mr Pontias, I don't think he even works there any longer. Where they are getting their information it is not factual and their false narrative that was never claimed is reason by itself to deny motion to dismiss.

18. Negligence 4 element below

1. negligence owed duty

Defendant owed me and every employee their duty of care as an employer.

2. negligence breach of duty Defendant breached the signed agreement to have an interactive process to find reasonable accomodations. My Tyson in Amarillo bargained with My Teamsters

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union and agreed to accommodate religious requests and the agreed to have an interactive process. Maybe the rest of Tyson's plants in U.S.A. did not have this but I found out that I did after the requests. That agreement is legal binding to a very important interactive process is my bargained agreement law. I did not get either request and the email sent the same day as 2nd request will tell this court and the world if need be that the defendant breached their duty by not having an interactive process I was guaranteed by agreement. I got same policy as they state the rest of american tysons got but I had a different legal standard because they signed into law my Tyson Fresh Meats Inc. and Teamsters my union I was guaranteed an interactive process to find a reasonable accommodation. They were breaching it then, now, by lying about EEOC knowledge and right to sue, making up disability discrimination claims when they know I'm not claiming it. The truth is on my side so are the legal facts of this case.

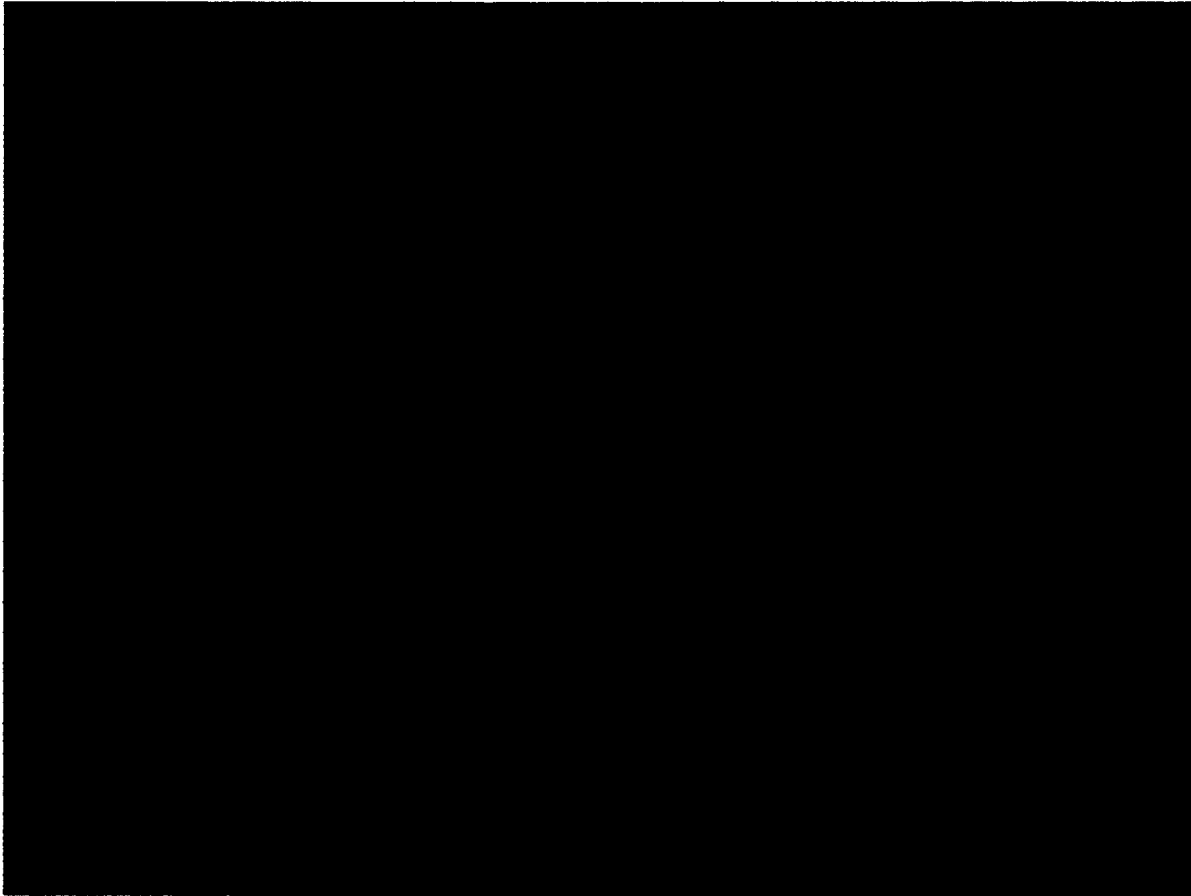
3. negligence direct link of harm

The high blood pressure never diagnosed in my life, the past almost two years of pain and no work and worry pain and suffering all are a direct link to the medical procedure they coerced me into doing and I provide where it is law that even though I momentarily did what I was forced into it is law that I didn't lose my rights.

4. I have had physical harm and mental harm that was intentional retaliatory harm taking me out of system in 72 hours, cancelling insurance can't play basketball with my kids pain and suffering that are happening as I type. I am a human being I am not an Attorney but this is absolutely the truth and will not be silenced.

19. I am pro SE and I am doing the best I can without any legal training, I can see that this is not even a laughing matter that the Defendant is lying making up false claims to try to get my case kicked on a technicality that can't happen right is right. I pray that this is going to fail on these motion filed by the Defendant.

20. I am Praying, and asking that the court deny the Defendant's motions and allow my case to proceed.



Christopher K McNeill
07-05-2023

A handwritten signature in black ink, appearing to be 'C. McNeill', written over a horizontal line.



February 21, 2022

VIA EEOC PORTAL

Ian Schoff, Investigator
U.S. Equal Employment Opportunity Commission
Dallas District Office
207 S. Houston Street
Dallas, Texas 752020

**Re: Christopher K. McNeill v. Tyson Fresh Meats, Inc.¹
EEOC Charge No.: 450-2022-00676**

Dear Mr. Schoff:

Tyson Fresh Meats, Inc. ("Tyson") submits this Position Statement in response to the Charge submitted by Christopher McNeill ("McNeill").^{2,3}

¹ Charging Party improperly identifies "Tyson" as the Respondent in this matter. The appropriate Respondent in this matter is Tyson Fresh Meats, Inc. Tyson Fresh Meats, Inc. respectfully requests that the Charge be amended to reflect the appropriate Respondent.

² The information and accompanying documentation contained herein and that which may be submitted hereafter, is strictly confidential and not to be used for any purpose other than the resolution of the current Charge and it may not be disclosed publicly. See 42 U.S.C. §§ 2000e-5(b); 2000e-8(e); 29 C.F.R. §§ 1601.22, 1601.26; and 56 Fed. Reg. 10847. To the extent Charging Party is in receipt of this information or accompanying documentation, Charging Party is advised that this information is strictly confidential and should not be disclosed publicly or to any individual unless they have a privileged relationship with that individual. Information and accompanying documentation contained herein designated confidential and/or containing sensitive medical information, confidential commercial or financial information, or trade secret information may not be disclosed to Charging Party.

³ This response is based upon our understanding of the facts and the information reviewed thus far. Although there has not been an opportunity for formal discovery or a complete formal investigation, this response is submitted for the purpose of aiding the agency in its investigation and facilitating the informal resolution of these matters. This response, while believed to be accurate, does not constitute an affidavit or a binding statement of Respondent's legal position, nor is it intended to be used as evidence in a court or other proceeding unrelated to the Commission's efforts to investigate this Charge and make a determination. Because additional facts likely would be uncovered through discovery or following a full investigation, Respondent in no way waives its right to present new or additional information at a later date, for substance or clarification. Moreover, by responding to this Charge, Respondent does not waive, and hereby preserves, any and all substantive and procedural defenses that may exist to the Charge and Charging Party's allegations. Respondent requests that any efforts to contact its current or former managers be directed through its counsel.

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In his Charge, Mr. McNeill alleges Tyson discriminated against him by denying him a reasonable accommodation due to his religious beliefs. His allegations are moot, however, as even he admits in his Charge that he chose to receive the COVID-19 vaccine just 13 days after he submitted his accommodation request. Mr. McNeill cannot argue that he has a sincerely held religious belief against the COVID-19 vaccine when he decided to be vaccinated so shortly after stating his alleged belief.⁴

I. TYSON'S POLICIES AND PROCEDURES

A. TYSON'S POLICIES FORBIDDING DISCRIMINATION, HARASSMENT, AND RETALIATION

Tyson is committed to ensuring the safety of its employees and complying with applicable federal and state employment laws. As part of that commitment, Tyson makes a Team Member Promise to its employees. In the Team Member Promise, Tyson highlights its commitment to a safe workplace for employees. (Exhibit 1).

Additionally, Tyson has an Equal Employment Opportunity Policy which provides that employment decisions will not be made based upon any protected status including religious beliefs. (Exhibit 2).

Tyson also forbids harassment and discrimination based upon any protected status. Its Harassment and Discrimination Policy provides multiple avenues for employees to raise any concerns. Those avenues include supervisors, Human Resources, the Employment Compliance Department, and the Tell Tyson First hotline. The policy explains that Tyson will not retaliate against employees for raising any concerns. (Exhibit 3).

Further, Tyson complies with applicable laws regarding reasonable accommodations as set out in its ADA Accommodation Policy. (Exhibit 4). Finally, Tyson provides FMLA, non-FMLA, and personal leaves of absences to employees. Its Leave of Absence Policy informs employees of the available leaves. (Exhibit 5).

B. TYSON'S COVID-19 POLICIES

Tyson's commitment to employee safety is further demonstrated in its COVID-19 practices.

After nearly eighteen months of using a combination of COVID-19 mitigation efforts to keep its team members safe, Tyson grew concerned as COVID-19 and the Delta variant continued to spread throughout the country. Tyson determined – based on guidance from the public

⁴ Mr. McNeill alleges only discrimination based on his religion. To the extent Mr. McNeill's Charge addresses a potential worker's compensation claim, Tyson has contacted Mr. McNeill to advise that he may submit a worker's compensation claim. Mr. McNeill declined to do so. To the extent he alleges disability discrimination (which he has not), Tyson is accommodating any alleged disability with a leave of absence.

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health authorities, other federal agencies, and a growing body of medical evidence – that mandating vaccination was a necessary and effective measure to protect its workforce and contribute to the worldwide effort to combat the COVID-19 pandemic. Accordingly, on August 3, 2021, Tyson announced to all U.S. team members that it would require its U.S. workforce to receive the COVID-19 vaccine. Team members at Tyson's production facilities, including Mr. McNeill, were to be fully vaccinated by November 1, 2021. Tyson later distributed its COVID-19 Vaccination Policy (the "Policy") to all U.S. team members. (**Exhibit 6**).

Importantly, Tyson took steps to ensure the Policy is fair and addresses the needs of its team members. Tyson provides reasonable accommodations to employees who cannot receive, or object to receiving, the COVID-19 vaccine due to a sincerely held religious belief, practice, or observance. Those employees seeking a religious accommodation from the Policy must submit such requests to Human Resources. Tyson's receipt of a vaccination accommodation request initiates an interactive process between the requesting employee and Tyson to evaluate the accommodation request and to consider what type of reasonable accommodation may be available in the specific circumstance presented by the individual employee.

As part of this interactive process, Tyson's Human Resources personnel discuss with the employee potential reasonable accommodations that are consistent with Tyson's objective of protecting the health and safety of its workforce, including the requesting employee, and of other persons who interact with Tyson's employees. For example, teleworking may be available as an accommodation if the essential functions of the requesting employee's position can effectively be performed in a remote work environment.

If no other reasonable accommodation is available at the time of the team member's deadline to be fully vaccinated, Tyson offers an alternative reasonable accommodation through its Leave of Absence Plus ("LOA Plus") program, which provides for the continuation of the team member's healthcare benefits with premium contributions from Tyson. Under the LOA Plus program, a team member who qualifies for a religious accommodation may elect to take an unpaid leave of absence – potentially for up to one year, depending on the team members' length of service with Tyson.⁵ (**See Exhibit 5 and Exhibit 6**). In these uncertain times, Tyson will continue to evaluate whether there are possible alternative reasonable accommodations that do not impose an undue hardship on Tyson or on the requesting team member's coworkers and would allow the team member to return to work.

II. MR. MCNEILL'S EMPLOYMENT

Mr. McNeill was employed by Tyson as a Maintenance Generalist. He worked at Tyson's Amarillo, Texas location in the Hides and Tannery division. In his role, Mr. McNeill was

⁵ Once an employee exceeds the leave of absence permitted by the LOA Plus program, Tyson will assess whether an additional unpaid leave of absence is to be provided pursuant to the Americans with Disabilities Act or other applicable law.

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responsible for performing general maintenance duties on the physical facilities at the Amarillo location. These job duties require that Mr. McNeill be physically present at work.

When Tyson announced that all facility-based team members must be fully vaccinated, Mr. McNeill requested an accommodation on October 5, 2021. Mr. McNeill did not specify any particular faith but stated that he believes "taking any vaccine will come between God, faith, beliefs, that I put any foreign vaccine into my God given blood." He further claimed he had not received any vaccine since 2010 into his "perfectly healthy fully GOD immunized natural blood." (**Exhibit 7, Accommodation Request**).

The only accommodation requested by Mr. McNeill was an exemption from the COVID-19 vaccination requirement so he could continue to work while vaccinated. During discussions with HR Manager John (Trent) Pontius, Mr. Pontius reviewed explained that Mr. McNeill's job duties could not be performed remotely and that working from home would not be a possible accommodation; LOA Plus would be the only possible accommodation. Mr. Pontius also explained that Mr. McNeill still had time to be fully vaccinated by November 1, 2022 if he were to receive the single-dose Johnson & Johnson vaccine by October 18, 2022 (allowing two full weeks after the dose to become "fully vaccinated" per the CDC). Tyson then granted Mr. McNeill's accommodation request and offered LOA Plus to him as an accommodation. Although Mr. McNeill did not appreciate the LOA Plus as an accommodation, he accepted LOA Plus. Mr. Pontius considered the matter closed and planned for Mr. McNeill to take LOA Plus effective November 1, 2022.

According to Mr. McNeill's Charge, he received the single-dose Johnson & Johnson vaccine on October 18, 2022, despite his alleged beliefs against vaccines. Although he did not submit his vaccination card to Tyson, Mr. McNeill did tell Mr. Pontius later that same day that he had already suffered a reaction to the vaccine without providing more information. Mr. Pontius advised Mr. McNeill to seek assistance from Health Services at the facility. Mr. McNeill reported to Health Services that he suffered facial spasms due to the vaccine, and Health Services sent him home for the day. Mr. McNeill has not returned to work since October 18, 2022. Notes from his healthcare provider suggest the facial spasms have subsided. He now claims he is weak in the legs, but that same note casts doubt on whether his symptoms were caused by the vaccine. (**Exhibit 8, Doctor's Note**). Tyson has placed Mr. McNeill on a leave of absence as an accommodation for his condition until he is able to return to work (fully vaccinated).

III. MR. MCNEILL CANNOT RECOVER ON HIS CLAIMS.

Mr. McNeill asserts that he was denied a reasonable accommodation to his religious beliefs and also that Tyson discriminated against him due to his religious beliefs. Mr. McNeill's allegations fail because he ultimately received the COVID-19 vaccine; he cannot establish any sincerely-held religious beliefs against getting vaccinated when he chose to become vaccinated just days after making his accommodation request.

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A. TYSON PROVIDED A REASONABLE RELIGIOUS ACCOMMODATION TO MR. MCNEILL.

In his Charge, Mr. McNeill asserts Tyson denied him a reasonable accommodation based upon his religious beliefs. In order to establish a *prima facie* case of denial of a religious reasonable accommodation, Mr. McNeill must prove (i) he has a *bona fide* religious belief that conflicted with a requirement of his employment; (ii) Tyson was aware of his belief; and (iii) he suffered an adverse employment action for failing to comply with the conflicting employment requirement. *See Weber v. Roadway Express, Inc.*, 199 F.3d 270, 273 (5th Cir. 2000). If Mr. McNeill carries his burden, Tyson will nevertheless prevail if it reasonably accommodated him or was unable to do so without undue hardship. *Id.*

Mr. McNeill has failed to demonstrate that any sincerely-held religious belief would prevent him from taking a COVID-19 vaccine because he decided to become fully vaccinated against COVID-19. In his accommodation request and in his Charge, Mr. McNeill failed to identify a religion, though he does profess belief in "God." Assuming for purposes of this Position Statement that Mr. McNeill is a Christian (though he has not specified as such), he claimed that his religious beliefs prevented him from becoming vaccinated and that he had not received a vaccine since 2010, over 12 years ago. If Mr. McNeill's beliefs against a vaccination were that sincere, it makes no sense that he would become fully vaccinated less than two weeks after making his accommodation request when Tyson had already granted his request with LOA Plus. Regardless of the beliefs that Mr. McNeill stated in his accommodation request, his allegations fail because he cannot demonstrate any *bona fide* religious belief that would prevent him from submitting to the vaccine when he admits in his own Charge that he ultimately decided to become vaccinated.

Even if Mr. McNeill can demonstrate a *bona fide* religious belief (which he cannot), his allegations fail because Tyson provided him with a reasonable accommodation by granting LOA Plus to him effective November 1, 2022. Courts stress that, "[o]nce an employer has established that it offered a reasonable accommodation, even if that alternative is not the employee's preference, it has satisfied its obligation under Title VII as a matter of law." *Horvath v. City of Leander*, 946 F.3d 787, 791 (5th Cir. 2020); *see also Ansonia Bd. of Educ. v. Philbrook*, 479 U.S. 60, 68 (1986) (Title VII does not "requir[e] an employer to choose any particular reasonable accommodation."). A proposed accommodation is not unreasonable merely because it comes with a cost to the employee. *See Horvath*, 946 F.3d 787, 791 (5th Cir. 2020).

Mr. McNeill's duties as a Maintenance Generalist required him to perform his work onsite. He spent a great deal of the time on the production floor performing general maintenance duties. Such work cannot be done remotely. Since Mr. McNeill's job duties must be performed onsite and remote work is not a feasible option, Tyson offered him LOA Plus. Tyson's LOA Plus is a reasonable accommodation for employees requesting religious accommodations to the vaccine policy. In *Bruff v. Northern Mississippi Health Services, Inc.*, the Court found a leave

Mr. Ian Schoff, Investigator
February 21, 2022
Page 6

of absence to be a reasonable accommodation "where the likelihood of encountering further conflicts with her religious beliefs would be reduced[.]" 244 F.3d 495, 499, 501 (5th Cir. 2001); see also *Walden v. Centers for Disease Control & Prevention*, 669 F.3d 1277, 1294 (11th Cir. 2012) (where the employer removed the employee from her position without pay). Tyson fulfilled its obligations to Mr. McNeill by providing him a reasonable accommodation.

Mr. McNeill requested that he be fully exempt from Tyson's COVID-19 vaccine requirement, but Tyson is not required to do this, as it would pose an undue hardship by threatening the health and safety of Mr. McNeill and his co-workers. An employee is entitled to a religious accommodation only if the accommodation does not impose an undue hardship on their co-workers or employer, which is interpreted to mean causing anything more than a *de minimis* impact. See *Bruff*, 244 F.3d at 500 (finding undue hardship where plaintiff's colleagues would have to assume responsibility for patient assignments that conflicted with plaintiff's religious beliefs). See also *Weber*, 199 F.3d at 274-275 (it would constitute an undue hardship for the employer to change its driver assignment practices to accommodate the plaintiff's religious beliefs); *Eversley v. MBank Dallas*, 843 F.2d 172, 175 (5th Cir. 1988) (it would be more than a *de minimis* burden for an employer to require another employee to switch shifts with the plaintiff to accommodate his religious beliefs); *Harrell v. Donahue*, 638 F.3d 975, 980 (8th Cir. 2011) ("an accommodation creates an undue hardship if it causes more than a *de minimis* impact on co-workers") (citing *Brown v. Polk County, Iowa*, 61 F.3d 650, 655 (8th Cir. 1995)); *Trans World Airlines, Inc. v. Hardison*, 432 U.S. 63, 84 (1977) ("To require [an employer] to bear more than a *de minimis* cost . . . is an undue hardship."). "[S]afety considerations are highly relevant in determining whether a proposed accommodation would produce an undue hardship on the employer's business. Title VII does not require that safety be subordinated to the religious beliefs of an employee." *Finnie v. Lee County*, 907 F. Supp. 2d 750, 778 (N.D. Miss. 2012). Requiring Tyson to ignore the health and safety of Mr. McNeill's coworkers by allowing him to continue working while unvaccinated would cause more than a *de minimis* impact on Tyson's business. Indeed, leaves of absence under similar vaccine policies have been upheld by other courts in recent months as reasonable accommodations. See *Barrington v. United Airlines, Inc.*, No.21-cv-2602, 2021 WL 4840855, at *4 (D. Colo. Oct. 14, 2021).

B. TYSON DID NOT DISCRIMINATE AGAINST MR. MCNEILL DUE TO HIS RELIGION.

In his Charge, Mr. McNeill claims that Tyson discriminated against him because of his religion. The elements of a *prima facie* case for a religious discrimination claim are: (1) membership in a protected class; (2) satisfactory job performance; (3) adverse employment action; and (4) different treatment from similarly situated employees outside the protected class. See *Rubinstein v. Admins. of the Tulane Educ. Fund*, 218 F.3d 392, 399 (5th Cir. 2000).

Tyson's vaccination policy applies to all Tyson team members regardless of their religious affiliation. Mr. McNeill fails to assert any facts that suggest Tyson treated similarly-situated team members outside of his protected class differently. Indeed, Mr. McNeill is not being

I am Christopher Kenneth McNeill. I live at 814 S Lamar Street (Life Abundant Ministries) Amarillo TX 79106, in the United States Of America! Where we have as one of our very first freedoms is freedom of religion!

- I am notifying my employer Tyson, of my personal belief that taking any vaccine will come between my God, faith, beliefs, that I put any foreign vaccine into my God given blood. I have paid weekly dues since my start date over 5 years ago, to my local union the representative (Jose) I believe simply said they will not accept if you turn it in they will send you home for at least 3 months without pay. I do not accept that I have the right to practice my beliefs in choosing to not go against God and I am not getting the vaccine, and I am not quitting nor can I survive on 0 income like the union that fights for me stated to me, was all they knew

I have called and talked to different legal entities. I am only practicing my religious rights. Here and now by notarized statement of myself as an individual natural born United States of America citizen. I am now using any and all rights I am entitled to as an American citizen. I am especially today using my rights as the Title VII of the Civil Rights Act of 1964 and any and all of the law as it protects my rights from any form of discrimination to any person or persons due to their highly regarded religious beliefs in doing or not doing any action, any act, any thing that the person believes is not with his or her strong religious beliefs. I am not limiting nor stating that this is the only right, or rights I am using, I am stating that due to my beliefs that I strongly stand by I am expecting to not get any different treatment from anyone else at my workplace. I am expecting the same pay, the same overtime pay, the same job that I have been enjoying and just won a bid to A shift at the same maintenance pay. I expect this to stay private and only be shared with decision makers in this process.

I am expecting if Tyson sends me home as has been told will happen. I receive the same pay, I cannot go with 0 income and I cannot get the vaccine. I am in the United States of America where religion has since the birth of America been a strong belief of founding fathers, written in the constitution and the legal right of Americans to claim without discrimination, in any way!

I haven't had a vaccine since 4-21-2010 that is the day my wife and mother of 2 of my children took her own life! That changed me as it would anyone. I turned to God/Jesus at that time. I didn't get my 4 month old daughter any vaccines after that nor my son that was turning 4 in 4 days. I haven't had a flu vaccine or any vaccine since that day as I believe that my god given blood is the only immune system I or my children need.

No mandated or any other vaccine is going to come between my faith and make me feel as if I am going against my faith, my god. I am not stating that I don't take aspirin, tylenol, etc. I am stating that I don't take any vaccines in my blood, or in any other way. I am a human that is also a soul, and I don't take vaccines in any way into my perfectly healthy fully GOD immunized natural blood. I have had Covid 19 and Tyson sent me home for two weeks, after their test stated I was Positive for the covid 19, I never had any symptoms except I tasted metallic

flavours at times in my mouth. I am only stating this to show that God has already made my bodies God given immune system ready to fight any disease that comes into this world and in contact with myself or my children. I feel great and expect my rights to be upheld with the utmost privacy and respect to be given to myself and or children and all that is required by all employers, educators, government, or any and all others that the rights of myself and or my children are being tested inside the united states of america.

I truly appreciate your time and discretion to this matter.

These are highly personal beliefs and I would certainly not be sharing with any strangers as the person reading this is to me. I am already feeling violated in a way but I am sharing this as it is what I am forced to do to keep my way of earning a living at Tyson. I have been an employee for over 5 years. Where I expect to continue growing with the company.

- I am going to attach some of the laws I am speaking of. I am aware of the OSHA fines Tyson could be fined if Tyson just let unvaccinated employees work with no exemption. I am not going to be a fine to Tyson as I will have an exemption for religious beliefs and freedom of religion, and discrimination and hostile work environment etc...

In God WeTrust!

Thank You
Christopher Kenneth McNeill
806-410-8527
cmcneill0114@gmail.com

H.R. TYSON x _____
Date. x _____

Christopher McNeill _____
Date. _____

Section 12: Religious Discrimination

A small, dark, circular scribble or mark, possibly a signature or initials, located in the upper left quadrant of the page.

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[212] Compare *Storey v. Burns Int'l Sec. Servs.*, 390 F.3d 760, 765 (3d Cir. 2004) ("An employer's failure to reasonably accommodate an employee's sincerely held religious belief that conflicts with a job requirement can also amount to an adverse employment action unless the employer can demonstrate that such an accommodation would result in 'undue hardship.'"), *EEOC v. Townley Eng'g & Mfg. Co.*, 859 F.2d 610, 614 n.5 (9th Cir. 1988) ("The threat of discharge (or other adverse employment practices) is a sufficient penalty. An employee does not cease to be discriminated against because he temporarily gives up his religious practice and submits to the employment policy." (internal citation omitted)), and *Rodriguez v. City of Chi.*, No. 95-C-5371, 1996 WL 22964, at *3 (N.D. Ill. Jan. 12, 1986) ("It is nonsensical to suggest that an employee who, when forced by his employer to choose between his job and his faith, elects to avoid potential financial and/or professional damage by acceding to his employer's religiously objectionable demands has not been the victim of religious discrimination."), with *Brooks v. City of Utica*, 275 F. Supp. 3d 370, 378

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GENEX SERVICES INTENTIONAL

Chris McNeill <cmcneill0114@gmail.com>

Wed 6/28/2023 4:52 AM

To: Karen Moore <km8joy@gmail.com>; Chris McNeill <cmcneill0114@gmail.com>

Attachment: 1 Lid Ilg

I received your call just tell them it is their fault that I am going broke literally I need them to qualify me ASAP or I need help somehow. Show them I can't work or stand for over 19 minutes etc.

Look at screen shot it is still just saying I can apply... Thell them they is not acceptable I applied in December went through Declined for non medical reason..... Unum told me y'all were the experts to let y'all appeal in which I did. Genex told me they would appeal it first of My arch 2022. Do someone needs to expert them into taking and expertly approve the disability that I have. I'm venting but my career as mgr of car dealerships I had to call banks all the time and get them to buy the deal after many different instances that was my expertise was the auto dealership industry....

This is y'all's expertise I do not accept starting over.... If y'all don't get them to accept before the final closing I want to call and speak directly to the same person that y'all talk to on the same day.

Thanks Chris

ps I look forward to your call Monday

Good afternoon, just letting you know I called the Social Security Administration and had to leave a voice mail for the supervisor. I will continue to follow up with them and let you know as soon as I speak with them.

Krztena Adams

Claims Developer

Genex Services

O 800.454.4762x15487

F 888.274.1692

Genex Logo

Mitchell, Genex and Coventry have aligned as Enlyte, a family of businesses with one shared vision. Transform Today. Navigate Next.

[genexservices.com](https://www.genexservices.com) | LinkedIn | Facebook | Twitter

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From: Christopher McNeill <approvedmitsubishi@gmail.com>
Sent: Sunday, August 14, 2022 3:27 PM
To: Chris McNeill <cmcneill0114@gmail.com>; Adams, Krztena <Krztena.Adams@genexservices.com>
Subject: Screenshot (Aug 14, 2022 2:16:00 PM)

EXTERNAL: This email was received from outside of Genex Services. Please do not click links or open attachments unless you know the content is safe.

Show quoted text

The information and any attachments contained in this email are confidential and proprietary, and may be protected under the law, including federal and state privacy laws. The information and attachments are intended solely for use by the individual or entity to whom this email is addressed. If you are not the intended recipient, you are notified that any use, dissemination, forwarding, or copying of this information or attachments is strictly prohibited. If you received this email in error, please notify the sender immediately and delete all copies of this email. Thank you.

What is the name and number please I will try also, if that's ok this is not ok they won't answer you? Give me the name and number of the supervisor you are trying to call name and number please. So I can help on my case. Is that ok

Chris

Show quoted text

It is Mary Jo her extension is 16317, the phone number for SSA is 877-803-6318. I will let you know as soon as I speak with her.

Show quoted text

Ok thank you

Show quoted text

They still haven't done anything I expect a call before the end of the day with information not y'all cant get a hold of anyone!

Christopher K. McNeill
(806) 410--8527
cmcneill0114@gmail.com
Show quoted text

Christopher K. McNeill
(806) 410--8527
cmcneill0114@gmail.com



✓ Called Farren F.
was Talked to Penick
at 3:53 PM

Certified Mail #

Date: 04/18/2022

Christopher McNeill #877588
814 South Lamar Street
Amarillo, Texas 79106

Called

805 Farren

RE: RETURN TO WORK

Dear Christopher McNeill,

A review of our employment records shows you have been off work since 10/23/2021 till present. I need to speak to you in person regarding this matter within 72 hours of receipt of this letter. If you fail to respond to this letter, I will regretfully have to remove you from our employment records.

Sincerely,

Farren Fernandez
Human Resources Manager
Tyson Foods, Inc.
5000 N FM 1912 & HWY 60
Amarillo, TX 79108
Harvest: 806-335-7220 Processing: 806-335-7369

← Farren?

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Tyson Foods, Inc.
P.O. Box 2020
CP 501
Springdale, AR 72765

July 20, 2022

Christopher McNeill
814 South Lamar Street
Amarillo, TX 79106

Dear Christopher McNeill:

In reviewing our records, we have discovered that you are currently delinquent in your insurance premium payments. As of 06/11/2022, your insurance has been terminated.

If you pay the delinquent amount up to date (per your signed Leave of Absence (LOA) agreement and the LOA policy) within 31 days of the date of this letter, your insurance coverage will be reinstated. Failure to pay the full amount of back premiums within the 31 days will result in the permanent termination of your insurance while you are on your LOA.

If you have any questions, please contact your Location's Benefit Counselor.

Reference #: 00877588

Sincerely,

Tyson Foods Benefits

7a



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Dallas District Office
207 S. Houston Street, 3rd Floor
Dallas, TX 75202
(800) 669-4000
Website: www.eeoc.gov

DETERMINATION AND NOTICE OF RIGHTS

(This Notice replaces EEOC FORMS 161 & 161-A)

Issued On: 12/14/2022

To: Mr. Christopher K. McNeill
2200 S.W. 7th Avenue #602
Amarillo, TX 79106

Charge No: 450-2022-00676

EEOC Representative and email: Avie Murrell
Investigator
AVIE.MURRELL@EEOC.GOV

DETERMINATION OF CHARGE

The EEOC issues the following determination: The EEOC will not proceed further with its investigation and makes no determination about whether further investigation would establish violations of the statute. This does not mean the claims have no merit. This determination does not certify that the respondent is in compliance with the statutes. The EEOC makes no finding as to the merits of any other issues that might be construed as having been raised by this charge.

NOTICE OF YOUR RIGHT TO SUE

This is official notice from the EEOC of the dismissal of your charge and of your right to sue. If you choose to file a lawsuit against the respondent(s) on this charge under federal law in federal or state court, **your lawsuit must be filed WITHIN 90 DAYS of your receipt of this notice.** Receipt generally occurs on the date that you (or your representative) view this document. You should keep a record of the date you received this notice. Your right to sue based on this charge will be lost if you do not file a lawsuit in court within 90 days. (The time limit for filing a lawsuit based on a claim under state law may be different.)

If you file a lawsuit based on this charge, please sign-in to the EEOC Public Portal and upload the court complaint to charge 450-2022-00676.

On behalf of the Commission,

Shemell D. Perry Digitally signed by Shemell D. Perry
Date: 2022.12.14 15:07:58 -06'00'

For Travis M. Nicholson
District Director


23

Cc:

Megan Ruwe
Tyson Foods, Inc.
2200 W DON TYSON PKWY
Springdale, AR 72762

Tracey Poyer
TYSON
2200 West Don Tyson Parkway
Springdale, AR 72762

7b

A handwritten arrow pointing from the right towards the recipient addresses.

Please retain this notice for your records.

Forwarded message

From: **Chris McNeill** <cmcneil0114@gmail.com>

Date: Wed, Oct 13, 2021, 6:06 PM

Subject:

To: <derek.burleson@tyson.com>

Pa



Good afternoon Mr Burleson

I've called and left you two different messages and I just wanted something on paper that I have contacted you trying to get some type of agreeable accommodation. My h&r office has said that they only accommodation that they can offer me is a leave of absence for a year with no pay I don't see that as an accommodating at all. I see that as me working for the company for almost 6 years and then all the sudden receiving no pay because I have a belief that it is in direct conflict with God to put in my God given blood a man made vaccine. I have not taking a vaccine 4 21 2010 that is the day my wife took her own life and I turned to my faith at the time and still currently have my strength my faith and belief in my creator and that is a fundamental right I am due as an american. With no discrimination I am being descriminated against if all I am being offered is go from almost 6 years with Tyson giving my energy for a job I appreciate and recurving a paycheck weekly I appreciate as well. To

your companies offer if 0 dollars per week with 0 appreciation for me my family and my relationship with God that is not an accomodations and my HR department said specifically that is all they are offering anyone with religious or medical exemptions.

I have called you specifically 3 times as you are the contact that is said to contact. It is hard to believe that with 15 years if sakes manager at Ford Dodge Jeep Mitsubishi Honda dealerships I am one if the best sales people in the company. I am working as a Maintenance employee. My expertise and knowledge if over 15 years and certified in Finance and Income since 2001 there is an accomidation that won't hurt your company in any way and won't hurt me in any way as I will receive the same pay as I receive now with out going against God. I do strongly believe that I am not to take a vaccine I expect a true accomidation by the end of this week. I have called left msgs. I have the times and proof if calls. Now I have emailed you. Please I pray I get what I am owed by my employer protected by my country, and my governor just wrote an executive order banning all entity's including private(Tyson) from any mandated vaccine to employees(me) or patrons. I can sell for you I am a great talker/salesman/order taker/ phone caller/ etc. I could write 185 or more jobs that Tyson could offer me as a true accomidation but you get the point. If Tyson just hates people if faith and doesn't agree with the laws if America please email or call and tell me that and we will go from there I will have a decision to make. I believe I have with every ounce if goodness and appreciation I have for Tyson asked fairly and in good faith to my self and my and your company Tyson plead with the company to offer me a true accomidation because no pay for a year no person of sound mind will agree that would be a fair accomidation any one could live, eat,pay rent, etc. On

I apologize for the Grammer within this email. I am typing it on my phone. So I am sorry for that. Please please please please please please reply to this email. God bless you, me and America. Have a great day and let me know the real accomidation your company is offering myself, please I am running out of time but don't write me you are offering nothing for a year that is not a true accomidation it is coercion and bullying me due to my faith.

Christopher K. McNeill
(806) 410--8527
cmcneill0114@gmail.com
approvedmitsubishi@gmail.com

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Memorandum of Agreement
Mandatory Covid-19 Vaccinations

Team Puma (the "Company") and the Teamsters Local Union No. 577 (hereinafter "the Union"), together "the parties," recognize that the Company is undergoing a challenging time as the Covid-19 virus and its variants continue to plague workers in the United States. The parties understand that new variants of COVID-19 are more contagious, more deadly and responsible for most cases in America today. The parties are aware that, in some of the communities where the Company operates, doctors and hospitals are once again overwhelmed, while the U.S. Centers for Disease Control and Prevention is reporting nearly all hospitalizations and deaths in the U.S. are among the unvaccinated population. At the same time, the parties acknowledge that almost seventy-five percent of our current team members are fully vaccinated. The Company strongly believes, and the Union acknowledges that requiring our team members to get fully vaccinated is the single most effective way to protect our team members, their families and our communities. In that context, after completing extensive good faith bargaining and considering numerous proposals by both parties, including the Union's proposal that unvaccinated team members would be permitted to obtain working wearing compliant protective face coverings and utilization of periodic testing as an alternative to vaccination, which was rejected by the Company, the parties agreed as follows:

1. Team members will be required, unless excused for documented medical or religious reasons, to become "fully vaccinated" for the Covid-19 virus on or before November 1, 2021.
2. "Fully vaccinated" means that the team member has received two doses of the vaccine, if required, plus two (2) additional weeks.
3. Team members who are not "fully vaccinated" by November 1, 2021, and who have not been granted an approved accommodation for a medical or religious reason will be subject to termination.
4. The Company's on-site Human Resources professionals will engage Team Members who request an accommodation for medical or religious reasons in an interactive process to assess the merits of each request and determine if an accommodation is possible. Team Members will receive a

The Company's on-site Human Resources professionals will engage Team Members who request an accommodation for medical or religious reasons in an interactive process to assess the merits of each request and determine if an accommodation

Exhibit 1 page 1

No interactive any thing only send
2 offers across nation! my fls & make
it kw to find a reasonable accommodation
that flat did not. my email to corporate is proof.

all requests. ~~Property Filed~~ Properly Filed
 with Human Resources. Upon request a union steward may
 participate in the PROCESS!

response from Management for all requests properly filed with Human Resources. Upon request
 by the Team Member's union steward, if available, may participate in the process.

5. The Company shall provide literature and educational sessions, in multiple languages as available, to explain the benefits and risks of the COVID vaccines. Team Members shall be compensated for time spent in educational sessions as standard meeting time.
6. To encourage Team Members to comply with this requirement, the Company intends to offer opportunities to get vaccinated at work and during work hours for Team Members over the course of the next few weeks.
7. By November 1, 2021, the Company will coordinate more than 100 vaccination events across all of its domestic sites.
8. The Company will make every effort to continue to extend on-site vaccination events for its Team Members to eligible family members based on vaccine and reactor availability.
9. As an alternative, Team Members who choose to get vaccinated off-site and outside work hours shall receive four (4) hours of paid time for each dose, upon providing proof of the date, time and location of their vaccination to the plant Human Resources Department.
10. Effective retroactively to 3/2/20 no attendance points shall be administered to Team Members for COVID- or vaccine-related absences.
11. Team Members who have tested positive for COVID-19 who undergo treatment related to virus fighting antibodies and who have demonstrated proof of such treatment or have physician's documentation that states the Team Member must wait 90 days due to an underlying health condition before getting the vaccine before November 1, 2021 will have the opportunity to submit a request of a medical accommodation to continue to work for 90 days post treatment or positive COVID test. The Team Member will then have up to 45 days to become fully vaccinated. Failure to be fully vaccinated upon completion of the 45 days will result in termination.

- 9.C
12. Team Members who are terminated for failure to comply with the Company's vaccination requirement on November 1, 2021 but who become fully vaccinated within 180 days (by April 30, 2022) of their termination date shall be reinstated.
 13. Team Members who are fully vaccinated and test positive for COVID-19 in the six (6) month period following the date of this Agreement shall be placed on paid administrative leave for up to 2 weeks (80 hours).
 14. Team Members who are terminated for failure to meet the Company's vaccination requirement by November 1, 2021 will maintain a positive-leave status and will be subject to the Company's local "return" employment protocols.
 15. The Company agrees to improve its vacation eligibility requirement by reducing the time period from twelve (12) months to six (6) months for the time period in which Team Members earn their first week of vacation. All other elements of the applicable vacation policies will remain the unchanged.
 16. The Company will continue its existing practice of paying Team Members who will be fully vaccinated by November 1st, 2021, a one-time payment of \$200.
 17. Effective January 1st, 2022, the Company agrees to implement a mechanism for earning paid time off up to a maximum of 20 hours per calendar year.

In exchange for the above, the Union agrees to the following:

1. To withdraw any pending grievances (whether filed by the International Union or any local union) over the imposition of the vaccination mandate or the effect of the same.
2. Not to file any additional grievances (whether filed by the International Union or any local union) over the decision to mandate the vaccine, or over any individual discipline and/or termination that results from a team member's failure to comply with this mandate.

3. Not to file any unfair labor practice charges with the National Labor Relations Board against the Company as the result of the Company's decision to mandate the vaccine, or over any individual discipline and/or termination that results from a team member's failure to comply with this mandate.
4. To publicly support the Company's vaccination mandate as necessary and essential to protect the health and safety of the Company's team members.
5. To ensure that all of its local unions, union officers and representatives do not do anything that would undermine this mandate.

This Memorandum of Agreement will become effective upon the date of signature. This Memorandum of Agreement will be binding on the Company, the Union, and each local union (including officers, representatives, and stewards) that is party to any collective bargaining agreement with the Company. The parties will meet to consider and discuss the incorporation of any subsequently issued mandatory or recommended federal guidelines which may apply. The above is the full and complete agreement on the parties on this matter and any provisions or any proposal by either party not specifically included in this agreement is deemed rejected.

Signed this 14 day of September 2021.

On Behalf of Teamsters Local Union No. 577

By: B. A. G.

Its: President and Business Manager

Company

By: [Signature]

Its: [Signature]